

Bond.—A bond is required before the plaintiff is permitted to remove the property from the possession of the party holding it, the object of which is to protect the rightful possessor against all loss or damage which he may sustain by reason of the interruption of his possession.¹² The Court at the return of the writ is commanded (1785, ch. 80, sec. 14, Code, Art. 75, sec. 59,) ¹³ to entertain the question of possession as a preliminary question, independent entirely of the title, and to return the property to the defendant in replevin, unless it shall appear that his possession was forcibly or fraudulently obtained, or that the possession first being in the plaintiff was got or retained by the defendant without proper authority or right from

limited to a determinable period, the damages must be graduated accordingly. Hence if one having the right to immediate possession gets judgment in replevin and recovers damages, that is no bar to an action by another person who may have suffered injury by the same wrongful act. *Rogers v. Roberts*, 58 Md. 519.

Where the verdict rendered is only on the issue joined on the plea of *non cepit* and is silent as to the other issues, it is defective and no judgment can be entered on it. *Smith v. Wood*, 31 Md. 293.

Under the Act of 1888 ch. 417 (Code 1911, Art. 75, sec. 118), plaintiff in replevin, where defendant is summoned and the sheriff returns that all or a part of the chattels have been eloigned, is entitled on verdict to a judgment for the return of the eloigned chattels, or for their value as found by the verdict, as well as for any of the chattels taken under the writ, together with damages for their detention.

The Act of 1888 ch. 269 (Code 1911, Art. 75, sec. 119), provides that whenever in replevin or detinue there shall be a judgment in the alternative for the return of the chattels or the payment of their value, the judgment may be enforced by a writ in the nature of a *capias in withernam* and by attachment of the party adjudged to return the same, or either, unless the court otherwise orders, or unless the party entitled to the return agrees of record to accept the value of the chattels as ascertained by the judgment in lieu of the return, but this is not to prevent the party entitled to such judgment from having his execution besides for the damages, if any, given for the detention and his costs. The act further provides that every judgment in detinue and replevin and every verdict therein shall ascertain separately the value of the goods and the damages, if any, for their detention. It was held in *Farmers Co. v. Brown*, 87 Md. 1, 13, that a sealed verdict which did not show the value of the goods as required by the above act might be corrected by the jury before recorded. In *Standard Co. v. O'Brien*, 88 Md. 335, a verdict for the defendant for the return of the property replevied and one cent damages and costs was said to be erroneous. See also *B. & O. R. R. Co. v. Rueter*, 114 Md. 700.

¹² See Act 1888 ch. 547 (Code 1911, Art. 75, sec. 116).

Where a firm sues out a writ in replevin and one of its members, together with two third parties, executes the bond, the member of the firm so executing the bond is not a principal and the others sureties, but all are in fact sureties for the plaintiffs. *Seldner v. Smith*, 40 Md. 602.

¹³ Code 1911, Art. 75, sec. 116 (as now amended).